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#### Contract Database Metadata Elements

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Odessa-Montour Central School  
District And Csea Local 849 (Non-  
Instructional Unit)

# AGREEMENT

by and between the

**ODESSA-MONTOUR CENTRAL  
SCHOOL DISTRICT**

and the

**CSEA, Local 1000 AFSCME,  
AFL-CIO**

**RECEIVED**

MAY 05 2003

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



**Odessa-Montour CSD Unit #8601  
Schuyler County Local 849**

**July 1, 2002 - June 30, 2007**

45

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## **ARTICLE 1**

### **RECOGNITION**

1. The Odessa-Montour Central School District, hereinafter referred to as the "District," hereby recognizes the Odessa-Montour Central School Unit #8601 of the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO hereinafter referred to as "CSEA," as the sole and exclusive bargaining representative for the following employees:

- A. All cafeteria employees employed within the District whether full-time or part-time.
- B. All custodians, cleaners, groundsman, and maintenance personnel employed within the District whether full-time or part-time.
- C. All clerical, stenographic or secretarial personnel employed in the District whether full-time or part-time.
- D. All registered nurses.
- E. All teacher aides and library aides.
- F. Excluded from the bargaining unit: All District Office Personnel

2. The District agrees that it will deduct from the wages of the members of CSEA and remit to CSEA the regular membership dues for those members of CSEA who signed authorizations permitting such payroll deduction.

Such deduction will be made in accordance with the authorizations signed by members and will be revocable as provided by the General Municipal Law. Such dues will be remitted to the Civil Service Employees Association, Inc., Box 7125, Capitol Station, Albany, New York 12224 on a payroll period basis.

3. CSEA hereby affirms that it does not assert the right to strike against the District or to assist or participate in any strike against a public employer in the State of New York.

4. The District agrees that it will not promote, aid, or finance any labor organization which purports to represent the employees described in this Article.

5. The District agrees to furnish CSEA a complete list of names, addresses, work locations, and job titles of all employees in the unit on a yearly basis, and on a quarterly basis at CSEA's request, and will provide such information regarding new employees hired or present employees promoted, transferred or terminated.

## **ARTICLE 2**

### **RECIPROCAL RIGHTS**

1. The District recognizes the right of the employees described in Article 1 to designate representatives of CSEA to appear on their behalf to discuss salaries, work conditions, grievances and disputes as to the terms and conditions of this contract.
2. The District and CSEA will administer their obligations under this contract in a manner which will be fair and impartial to all employees and will not discriminate against any employee by reason of age, race, creed, color, national origin, sex or marital status.
3. Any employee described in Article 1 of this contract will be free to join or refrain from joining CSEA without fear of coercion, reprisal, or penalty from CSEA or the District.
4. Any employee described in Article 1 may bring matters of personal concern to the attention of the appropriate representative of the District and may choose his own representative or appear alone in a grievance or appeal proceeding. CSEA will be excluded from any such proceeding on the request of the affected employee, but CSEA will be informed of any decision and provided upon request with a copy of any written decision.
5. CSEA agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of this agreement and will use its best endeavors to protect the interest of the District to conserve property, to protect the public, to promote the educational process and to give service of the highest quality.
6. CSEA will be permitted to place notices and other communications on the bulletin board maintained on the premises of the facilities of the District subject to the approval of the contents of such notices or communications by the District.
7. Representatives of CSEA will have the right to visit the District's facilities for the purposes of adjusting grievances and administration of the terms of this contract. No more than two persons will be designated by CSEA for the purpose of adjusting grievances and assisting in the administration of this contract.

CSEA will inform the employer of the name, address and position of any person designated for this purpose. Representatives of CSEA must follow the District's visitors policy.

8. The parties recognize that the size of the District and number of employees are sufficiently small to economically prohibit full-time supervisors in all cases. The parties recognize that supervisors may perform work of CSEA members.

9. Time missed on the job, with prior approval from the Superintendent or his designee by CSEA unit members for CSEA business, will be made up hour for hour by those individuals that have missed work time.

10. CSEA will have the use of school facilities for CSEA meetings and CSEA business. The CSEA unit president must secure the approval of the Superintendent of Schools or his designee. There will be no expense to CSEA for this use.

11. The CSEA unit president or his designee will be granted twenty (20) hours per fiscal year to attend to CSEA business. Notice of any time taken must be in writing and approved by the Superintendent or his designee forty-eight (48) hours prior to taking the time requested. Work missed on the job will be made up by CSEA unit members attending to business or by other members of CSEA at no additional cost to the District.

### **ARTICLE 3**

#### **LABOR MANAGEMENT MEETINGS**

The parties agree that during the life of this Agreement either party may request a meeting of the other party on matters arising in connection with administration of this agreement and working conditions.

The request will be in writing and will include a statement of the specific subject matter or matters to be discussed. Upon receipt of a written request, a meeting will be mutually scheduled as promptly as possible but no later than ten (10) working days after receipt of the request.

Each party agrees to designate no more than four (4) representatives to meet and make every reasonable effort to resolve such matters. With the agreement of both parties, additional people may be involved in these meetings.

The labor management meetings will also be used to discuss problems relating to non-instructional lounge facilities and to keep these facilities intact at least at their present condition.

### **ARTICLE 4**

#### **HOURS OF EMPLOYMENT**

##### **1. Cafeteria Employees**

All cafeteria employees will be employed to work consecutive hours as specified in a salary statement. Employees will enjoy a break during the work period, but this break will not interfere with the normal functions of the cafeteria. Cafeteria employees will be assigned as directed by the cafeteria manager.

## 2. Clerical Employees

Full-time clerical employees will be employed eight (8) consecutive hours per day, exclusive of the lunch period, five (5) days each week. Clerical employees who work fewer than eight (8) hours per day or fewer than five (5) days per week or fewer than twelve (12) months per year will be considered part-time employees and their salaries will be pro-rated based on the number of hours per year worked by a full-time equivalent employee.

## 3. Custodial Employees

The cleaner and custodial employees will work eight (8) hours daily, exclusive of the lunch period, five (5) days each week Monday through Friday as assigned by the Superintendent of Buildings and Grounds. Part-time custodial employees will be assigned as directed by the Superintendent of Buildings and Grounds. Based on the needs of the District, the Superintendent of Buildings and Grounds may temporarily assign cleaners and custodians to other work hours. Such reassignment of hours may occur when school is not in session. Any existing shift differentials will be paid only to those cleaners and custodians that work during night hours.

Effective July 1, 2002, cleaners and custodians hired prior to July 1, 2002 may be assigned to weekend work when necessary to be scheduled in a fair and equitable manner by the Superintendent of Buildings and Grounds, with input from the affected employee.

## 4. Nurses

Nurses will be employed seven (7) hours per day for 185 days.

## 5. Maintenance Employees

The maintenance employees will work eight (8) hours daily, exclusive of the lunch period, five (5) days each week Monday through Friday as assigned by the Superintendent of Buildings and Grounds, except as provided in Section 9 of this Article. Part-time maintenance employees will be assigned as directed by the Superintendent of Buildings and Grounds.

Based on the needs of the District, the Superintendent of Buildings and Grounds may temporarily assign maintenance employees to other work hours. Such reassignment of hours may occur when school is not in session. Weekend work, when necessary, will be scheduled in a fair and equitable way by the Superintendent of Buildings and Grounds, with input by maintenance employees.

## 6. Part-time Employees

Employees who work fewer than eight (8) hours per day or fewer than five (5) days per week or less than twelve (12) months per year will be considered part-time employees. Except as otherwise provided by the terms of this agreement, part-time employees who

work fewer than twelve (12) months per year will be entitled to all benefits of said agreement, except holidays and vacation days.

Notwithstanding the foregoing, ten- and eleven-month clerical employees will receive holidays as set forth in Article 7 of this agreement.

Personal leave, bereavement leave and sick leave for all part-time employees will be pro-rated on the basis of a full-time equivalent employee.

Except as otherwise provided by the terms of this agreement, part-time employees who work twelve (12) months per year will be entitled to all benefits of said agreement provided, however, that said benefits will be pro-rated on the basis of a full-time equivalent employee.

7. Employees who work an alternative schedule to that of an eight (8) hour per day/five (5) days per week employee, will have their personal leave, vacation leave, bereavement leave and sick leave pro-rated on the basis of a full-time equivalent employee that works eight (8) hours per day/five (5) days per week.

8. Employees will have a fifteen (15) minute break for each four (4) hours of work as designated by their immediate supervisor or in the case of cleaners, by the Superintendent of Buildings and Grounds. Employees will have a thirty (30) minute lunch break exclusive of their eight (8) hour work day. A forty-five (45) minute lunch break may be taken in lieu of one (1) fifteen (15) minute afternoon break with notice to and approval by an employee's immediate supervisor or in the case of cleaners by the Superintendent of Buildings and Grounds.

9. Employees hired after July 1<sup>st</sup>, 2002 may be assigned to work a shift that includes working Saturday and/or Sunday as part of their regular work schedule.

## **ARTICLE 5**

### **OVERTIME**

1. All hours in excess of forty (40) hours per week will be paid at time and one-half of the regular rate of pay. All leave with pay within the workweek will be counted as time worked in computing the forty (40) hour work week.

2. All work performed on Sundays and Holidays, except that mutually agreed upon by the employee and the supervisor, will be paid for at a rate of double the employee's regular rate of pay.

3. All overtime must be assigned by the supervisor of the department.

4. An employee reporting to work will be paid at a minimum of four (4) hours pay provided the employee is normally scheduled for more than four (4) hours work and



further provided that the District sends the employee home. An employee called into work outside of the regular working hours will be paid a minimum of four (4) hours pay.

5. The District agrees that it will make every reasonable effort to provide custodial staff for events beyond regular working hours. Authorization of such overtime work will remain with the Director of Operations and Facilities.

6. Overtime assignments will be made first from a voluntary overtime list from all employees covered by this agreement, who are competent and responsible for the nature of the assignment. Employees who are knowledgeable in their respective responsibilities will offer training for overtime work to employees who do not normally perform such work. Training will be offered during non-working hours for all participants. In the case of overtime training for maintenance, cleaners and custodians, the Superintendent of Buildings & Grounds will certify the competence of both the trainer and trainee.

The voluntary overtime list will be in order of seniority, from most senior to least senior. The list will rotate with each instance of overtime. The first on the list will be moved to the last on the list if he accepts the overtime or if he refuses the overtime. If there are no volunteers, the District will assign the overtime by inverse order of seniority, least senior to most senior, on a rotating basis.

7. When it is in the best interest of the District, a supervisor may offer compensatory time in lieu of payment. The employee will have the option of accepting overtime pay or compensatory time. Compensatory time will be offered in compliance with the Fair Labor Standards Act following the principle of one (1) hour worked is equal to one and one-half (1 & 1/2) hours compensatory time. Twenty-four (24) hours notice by an employee's supervisor of available compensatory time will be given when possible. Each supervisor will keep an accounting of compensatory time and will report such accounting to the District office. A report will be issued monthly by the District to employees notifying them of their compensatory time status. Employees must give at least twenty-four (24) hours' notice to their supervisor of a request to take compensatory time.

## **ARTICLE 6**

### **VACATIONS**

1. All twelve-month employees are entitled to the following vacation. Employees with:

one (1) year of service = ten (10) days vacation

six (6) years of service = thirteen (13) days of vacation

ten (10) years of service = sixteen (16) days of vacation

fifteen (15) years of service = eighteen (18) days of vacation

twenty (20) years of service = twenty (20) days vacation

Vacation days will be credited at the end of each year of service on July 1.

2. All vacation time will be taken in units of time with a two (2) hour minimum. Two (2) hours is the least amount of vacation time that can be taken. Notice of vacation leave will be submitted to the employee's immediate supervisor forty-eight (48) hours in advance when possible. Twenty-four (24) hours notice is required for all vacation leave.
3. An employee may accumulate unused vacation days equivalent to one year's earned vacation. Effective July 1, 2002 unit employees may elect to "carry over" one year's worth of vacation accumulation for use in the successive year.

## **ARTICLE 7**

### **HOLIDAYS**

All full-time clerical and custodial employees will be entitled to the following holidays:  
New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, the 4th of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, and Christmas Day and a floating holiday.

The floating holiday will be arranged by the employee with permission of the immediate supervisor.

Secretaries at B. C. Cate and Howard A. Hanlon Elementary Schools, the discipline attendance clerk, the guidance secretary, special services secretary, school nurses and teacher aides will be entitled to the following paid holidays:

President's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and Memorial Day.

## **ARTICLE 8**

### **SICK, PERSONAL AND BEREAVEMENT LEAVE**

1. Full-time employees working a five (5) day work week will earn one (1) day sick leave each month based on the employee's normal work day. Sick days will be credited on July 1 of each year and accumulate to 200 days.

If an employee leaves the service of the District, sick days will be pro-rated to the term of employment. Sick days will be taken for illness or injury only. Up to five (5) sick days may be used for illness or injury in the employee's immediate family. Additional days may be used with prior approval by the Superintendent.

Probationary employees may accumulate but not use sick leave during the probationary period.

Part-time employees will be granted sick time pro-rated to their hours of employment.

2. The District will have the right to request a doctor's verification for any illness after an employee has used three (3) sick days in a calendar month.

### 3. Sick Leave Bank

a.) Purpose. For the benefit of the District employees, a sick leave bank will be established. The purpose of the bank is to protect employees from loss of income because of illness or injury during their employment by the District. The sole purpose of the sick leave bank is to provide additional sick days to employees whose sick leave, personal leave and vacation leave have been exhausted. Employees will donate the days in the bank. Employees may contribute a maximum of one (1) day per year.

b.) Membership. Membership is open to all employees recognized by Article 1 of this agreement. An employee may join within the first year of employment or within six (6) months after this agreement becomes effective. To be eligible for sick leave bank utilization, an employee must have been employed by the District at least one (1) year, which will include holidays. To join the sick leave bank, an employee must fill out a Sick Leave Bank Membership Form designating that he wishes to donate one (1) day annually. Membership will continue from year-to-year without the necessity of filling out a new form. Days donated are non-refundable. Employees wishing to terminate membership must do so in writing. The letter should be directed to both the Sick Leave Bank Committee and the District office.

c.) Applying for days. Application for sick leave bank days will be made to the Sick Leave Bank Committee. The employee must have a physician's statement when applying to borrow from the sick leave bank and must use the application form provided by the District. Benefits will be granted for personal illness, accident or injury only.

d.) Committee composition and regulations. A joint committee consisting of the Superintendent and the CSEA unit president will administer the sick leave bank. The Sick Leave Bank Committee will develop its own rules of procedure, forms for donation of and application of days. A vote of the majority of the Sick Leave Bank Committee is necessary to approve an application for a grant. The maximum number of days a person may ever receive from the sick leave bank is twenty (20) days for illness and/or injury. An employee receiving a grant from the sick leave bank will not have to pay back the days. Probationary employees may not receive sick leave bank days during their probationary period. All applicable sections will be pro-rated for part-time employees.

4. Personal Leave - Each employee will receive two (2) personal days per year not to be deducted from the sick leave. A request for such absence is to be in writing forty-eight (48) hours in advance if possible and given to the immediate supervisor. The emergency use of personal leave is recognized

5. Bereavement Leave - Death and funeral days are as follows: three (3) days for death of husband, wife, mother, father, son, daughter, sister, brother, employee's grandparents, and grandchildren; two(2) days maximum for death of mother-in-law, father-in-law, brother-in-law or sister-in-law; one (1) day maximum for death of an aunt or uncle.

Bereavement days will not be deducted from sick leave. In the event that the maximum number of bereavement days indicated might not be enough for bereavement, the employee, if approved by the Superintendent may use his unused personal days. In the event that the maximum number of bereavement and personal days indicated may not be enough for bereavement, the employee, if approved by the Superintendent, may be allowed to use up to two (2) days of their accumulated sick leave for each instance covered by this agreement.

6. A certificate of absence properly signed will be required in all cases of absence, i.e., personal, sick, vacation and bereavement leave.

7. Disability Insurance Leave-Proration of Sick Leave -- The District will provide disability benefits insurance pursuant to the New York State Disability Benefits Law and the District will prorate sick leave accruals upon receipt of an employee's disability checks.

## **ARTICLE 9**

### **LEAVES OF ABSENCE**

After employment in the District for one (1) calendar year, an employee is eligible for the following leaves of absence:

1. **Leave of Absence Without Pay**

A leave of absence without pay for medical or child-care purposes will be granted in accordance with the Family and Medical Leave Act (FMLA). For employees not covered by the FMLA or for a leave for other than medical or child-care purposes, a leave of absence without pay may be granted for a period of up to sixty (60) working days upon request of the employee and sufficient reasons as approved by the Superintendent. The request must be in writing and the reply of the Superintendent must also be in writing with a copy to the Union.

2. **Military Leave**

A leave of absence for military service will be granted in accordance with the applicable state and federal law.

3. **Maternity Leave**

A leave of absence without pay for maternity purposes will be granted to female employees for a period of up to six (6) months less any and all leave taken in accordance with the Family and Medical Leave Act as described in this article. This leave may be extended upon permission from the Superintendent. The Superintendent may request a submission of medical evidence of need from the employee's doctor.

#### **4. Jury Duty**

The District and CSEA recognize that every staff member as a citizen has a responsibility to serve on jury duty. In the case when a staff member is called for jury duty, he or she will notify his or her supervisor immediately and will receive jury leave for the duration of the individual's responsibility to the court.

A person serving jury duty will have their salary adjusted in such a manner that the monies paid by jury duty and the monies paid by the District will not exceed the regular rate of pay.

Any mileage allotted or granted by the Commissioner of Jurors will not be deducted from the make up monies provided by the District.

### **ARTICLE 10**

#### **SENIORITY**

1. Seniority will be determined in accordance with the Civil Service Law and the rules and regulations of the Civil Service Commission.
2. Should there be a reduction in the work force, the employee to be laid off will be the least senior employee in the position for which the work force was reduced. Recall and rehiring from layoff will be by recalling the most senior person laid off in accordance with the provisions of the Civil Service Law and the rules and regulations of the Civil Service Commission.
3. Layoffs that do not exceed seventy-two (72) hours will not be cause for displacement of other employees through application of seniority. Should the layoff exceed seventy-two (72) hours, employees will exercise their seniority rights by taking any position that they are qualified to hold; that they have held before; or any existing vacancy that they can qualify for and fill, as long as the displaced employee is junior to them. The employee or employees so affected by such a reduction will also exercise their rights in the aforementioned manner.

### **ARTICLE 11**

#### **JOB POSTING**

1. All job openings pertaining to the work of the CSEA unit will be placed for bid. The bid will include the job title, the hours of work, the location, the rate of pay, civil service status and requirements, and other pertinent information. The bid will be posted for a minimum of five (5) working days on CSEA's bulletin boards.

2. If the job is a competitive one, the bid will so note this fact. Any employee may compete for this position. Management reserves the right to choose one of the top three candidates as per Civil Service requirements.

3. For the non-competitive positions, the bids will be posted for a period of five (5) working days. All employees who make application for the job will be considered provided the employee has the qualifications and ability to perform the job.

4. Employees who are successful in the job bids will be given a probationary period in accordance with the rules of the Schuyler County Civil Service Commission. Employees will be moved to the position that they have bid on within a reasonable amount of time not to exceed two (2) months, as determined by the employer.

5. When any posted job has been filled, CSEA will be notified as to name of employee and his rate of pay. Upon request, a list of positions in the District and a job description of each position will be available to CSEA from the District.

## **ARTICLE 12**

### **PROBATIONARY PERIOD**

All employees will serve a probationary period in accordance with the Civil Service Rules of the Schuyler County Civil Service Commission. During this period, the District may discharge an employee as it deems necessary and the District may take any other action with regard to said probationary employee it deems necessary.

During the probationary period, employees are not entitled to the discipline or grievance protection provided under this contract. Probationary employees may accumulate but not use sick leave during the probationary period. Probationary employees may not receive sick leave bank days during their probationary period.

## **ARTICLE 13**

### **OUT OF TITLE WORK**

An employee will perform only duties described in his job classification and job related duties. Employees may be assigned duties not described within their job description on a temporary basis. The District will notify CSEA of any employee assigned to perform out-of-title work.

Should an employee be assigned to a position that has a starting salary above what the employee is currently earning, then the employee shall receive the starting hourly rate of the temporary position. If the employee's regular rate of pay is greater than the starting rate of the temporary position, then the employee shall receive an additional \$0.25/hour on the employee's regular rate while in the out-of-title position.

If a regular employee is used in a substitute role during regular working hours, that employee shall receive the daily rate of pay given to the substitute or the employee's regular rate of pay, whichever is greater.

#### **ARTICLE 14**

##### **DISCIPLINARY PROCEDURE**

1. Any employee perceiving himself aggrieved due to disciplinary action may file a grievance in accordance with the provisions of Article 15. Nothing herein, however, will prevent an employee entitled to the provisions of Sections 75 and 76 of the Civil Service Law from exercising those rights. An employee selecting either the grievance procedure under Article 15 or the procedures under Section 75 or 76 of the Civil Service Law will waive his right to the other procedure.

2. Disciplinary actions are to be handled in a confidential manner. Parties involved have the right to call witnesses or verify facts of the issue that lead to the disciplinary action. Discussions involving quality of work are counseling in nature and do not constitute disciplinary actions. Counseling discussions will be handled in a confidential manner.

#### **ARTICLE 15**

##### **GRIEVANCE PROCEDURE**

###### **1. Definitions**

- (a) A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
- (b) An "aggrieved party" is any employee covered by this agreement as described in Article 1.

###### **2. Procedure**

- (a) A grievance will be deemed waived unless it is submitted at the first available stage within five (5) working days after the aggrieved knows or should have known of the events or conditions on which it is based.
- (b) All grievances, discussions, meetings, conferences and hearings will be conducted by mutual agreement of both parties.
- (c) The time limits at any step(s) may be extended by mutual agreement.
- (d) All matters of discipline or discharge will be submitted directly to Stage 2 within three (3) working days after such discipline or discharge.

- (e) Awards may not be retroactive beyond the date the grievance was originally filed.
- (f) A CSEA representative may be present at any of the grievance stages.

3. Stage 1

- (a) Any employee perceiving himself aggrieved must attempt to resolve the grievance informally with his immediate supervisor. During any attempt to resolve such grievance at an informal level with his immediate supervisor, such grievant will be entitled to have not more than one representative of CSEA. At any subsequent level of this grievance procedure, the grievant will not otherwise be so limited.
- (b) If such employee is unable to resolve such matter to his satisfaction, he may reduce such grievance to writing on the form attached as Appendix C and file the same with his immediate supervisor within three (3) working days of the initial meeting in (a) above.
- (c) Each written grievance will identify and be signed by the aggrieved party and indicate the time and place where the alleged events or conditions constituting the grievance took place or otherwise describe the conditions constituting the alleged grievance. It will also specify the provisions of this agreement alleged to be violated and will describe the redress sought by the aggrieved party. It will also describe what attempt was made to resolve such grievance informally and when and where the same took place.
- (d) Upon receipt of such written grievance, the immediate supervisor or administrator will respond in writing within five (5) work days.

4. Stage 2

- (a) If the aggrieved party is not satisfied with such response or if no response is received within such five (5) working day period, he may, within five (5) working days thereof, file an appeal containing a copy of such grievance and the papers and affidavits on which it is based, if any, with the Superintendent of Schools, indicating in such appeal whether he desires a further hearing before such Superintendent of Schools.
- (b) If a hearing has been requested, the Superintendent of Schools or his designated representative will schedule a hearing within ten (10) school days. After such hearing has been held, the Superintendent of Schools will render his decision within ten (10) school days thereafter. If no hearing has been requested, the Superintendent of Schools will make such investigation as he deems necessary and will render a written decision within ten (10) school days of the submission to him of such appeal.

5. Stage 3



- (a) In the event that the grievant is not satisfied with the decision of the Superintendent of Schools, he may, within five (5) working days thereafter, submit such grievance to arbitration in accordance with the rules of the American Arbitration Association. A copy of the request will be forwarded to the Superintendent of Schools.
  - (b) The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without authority to make any decision which requires the commission of an act prohibited by law.
  - (c) The decision of the arbitrator will be advisory to the District.
  - (d) The cost of the services of the arbitrator will be borne equally by the District and CSEA.
6. Reprisals
- No employee will be subjected to recrimination, discrimination, harassment, transfer, reassignment or dismissal as a result of filing a grievance hereunder.
7. Availability of Documents
- There will be made available to the appropriate Association representatives all relevant materials, documents, communications and records concerning the alleged grievance unless the same are confidential, such as personnel pre-hire information, or prepared in preparation for the arbitration.

## **ARTICLE 16**

### **HEALTH INSURANCE**

1. The District will provide health-care coverage through a self-funded health care plan (described in Appendix A), the benefits of which will not be less than those provided to any other group in the District. The term "Plan" means the "Central Southern Tier Preferred Provider Health Care Plan." This Plan differs from the Central Southern Tier Health Care Plan only to the extent that:
- (a) it requires employees to select their health-care providers from a list of Plan providers;
  - (b) covered charges for services performed in the emergency room of a hospital for a condition which is not an emergency medical condition will be subject to a \$50.00 co-payment per visit;
  - (c) covered charges for health care provider office visits performed by a health care provider from a list of Plan providers will be subject to a \$10.00 per visit co-payment without further deductible or co-payment; and

- (d) effective July 1, 2004, prescription drugs filled at a pharmacy will be subject to a co-payment of \$10 for brand-name drugs and voluntary mail-order prescription drugs will be subject to a co-payment of \$10 for name-brand drugs. No co-payment will be required for generic prescription drugs, whether filled at a pharmacy or by mail order.

Any reductions realized in the premium equivalent rates will go to the District to offset costs.

- 2. There will be no loss or change of benefits, coverage or enrollment eligibility to any employee, nor will there be any change in the District's contribution of the premium equivalent for an employee and the employee's dependents except as negotiated between CSEA and the District. Negotiation may take place at any time during the life of this agreement upon mutual agreement by CSEA and the District. The District has the right to change health insurance carriers, provided that the coverage and plan benefits are equal to, or better than, currently provided.
- 3.
  - (a) The District will provide family or individual health-care coverage to all employees scheduled to work twenty (20) hours or more in any one week and ten (10) months or more in any one year.
  - (b) For employees who were eligible for health care coverage before July 1, 1977, the District will pay one hundred percent (100%) of the premium equivalent for an employee and the employee's dependents.
  - (c) Employees who were hired on or after July 1, 1977 who work twenty (20) hours per week or more will be eligible for a seventy-five percent (75%) District contribution of the premium equivalent for an employee and the employee's dependents. After an employee has participated in the health-care plan for ten (10) years, the District will contribute one hundred percent (100%) of the premium equivalent for an employee and the employee's dependents. The measurement of the ten (10) years for qualifying for the one hundred percent (100%) District contribution will be done in the same manner as is done for obtaining credit in the New York State and Local Employees' Retirement System and said contribution will be made available upon an employee's employment anniversary date. An employee eligible for such benefit will give appropriate notice to the District thirty (30) days before the anniversary date on which he will be eligible for the one hundred percent (100%) coverage.
  - (d) Employees who are hired on or after July 1, 1996 who work twenty (20) hours per week or more will be eligible for a ninety percent (90%) District contribution of the premium equivalent for an employee and the employee's dependents. Notwithstanding any provision of this article to the contrary, an employee who was hired between July 1, 1977 and June 30, 1996 may elect to participate in the health care plan pursuant to the provisions of this paragraph of this article or may continue to participate in the health care plan in accordance with the provisions of paragraph (c) of this article.

- (e) Employees who are hired on or after July 1, 2002 who work twenty (20) hours per week or more will be eligible for an eighty-five percent (85%) District contribution of the premium equivalent for an employee and the employee's dependents.
- (f) Part-time employees hired after July 1, 1977 who work less than twenty (20) hours per week, exclusive of overtime, will be eligible to participate in the health care plan, but the District will make no contribution toward the premium equivalent.
- (g) Seasonal employees hired for four (4) months or less will not be entitled to health-care coverage.
- (h) An employee who participates in the Plan as of July 1, 1999 and elects not to participate in the Plan, or an employee hired after July 1, 1999 who is eligible for health care coverage who elects not to participate in the Plan, will receive the equivalent of Twenty percent (20%) of the premium, in lieu of insurance, subject to the following:
  - 1. The employee must complete a waiver of health care coverage form provided by the District (attached as Appendix B).
  - 2. The employee must supply the District with proof of health care coverage.
  - 3. The stipend will be paid at the end of the school year in the form of a voucher, with said payment to be in lieu of insurance.
  - 4. Employees who terminate their services before the end of the school year will have their annual payment prorated.
  - 5. Employees who re-enter the Plan once they have elected to receive the annual payment will have their payment prorated.
  - 6. Part-time employees eligible for health care will receive a prorated payment on the basis of a full-time equivalent employee.

#### 4. Flexible Spending Benefit

Effective July 1, 2002, the District agrees to allocate the necessary funding to establish for each unit employee a flexible spending account annually.

Effective July 1, 2003, the District agrees to allocate the necessary funding to establish for each employee, who so chooses, a flexible spending account annually. Employees must select this option, in writing, by August 31 of each year.

Accounts shall be credited with:

\$100 for 2002-03

\$100 for 2003-04

\$125 for 2004-05

\$125 for 2005-06

\$150 for 2006-07

Employees will be eligible to receive reimbursement from these accounts upon proof of payment for medical related expenses. Reimbursed expenses shall be those as defined by the Plan document. Upon request employees shall be provided a notice of the Plan and a claim form.

All requests for reimbursement must contain a copy of the bill and proof of payment, submitted only on the form provided by the District for that purpose and must be submitted no later than the last day of school in the school year the expense was incurred.

## ARTICLE 17

### RETIREMENT

1. All employees will be members of the New York State and Local Employees' Retirement System. All employees hired after July 1, 1976, will contribute three percent (3%) of their salary to the Retirement Plan in accordance with the New York State Retirement and Social Security Law.
2. Employees fifty-five (55) years of age or over who retire with ten (10) or more years of service will receive payment for unused accumulated sick days as described below:
  - a.) For those unused sick days accumulated before July 1, 1990, the District will provide payment based upon the employee's 1989-90 salary rate.
  - b.) For those unused sick days accumulated after July 1, 1990, the District will provide a payment of \$30 for each day.
  - c.) For those unused sick days accumulated after July 1, 1993, the District will provide a payment of \$30 for each day prorated based on a seven (7) hour day for those employees who work less than seven (7) hours per day.
  - d.) If an employee, because of an extended illness, needs to use those sick days accumulated prior to July 1, 1990, the District will allow the employee to replenish those accumulated days available prior to July 1, 1990, from days earned and accumulated after July 1, 1990.
  - e.) The retirement plan for the District will be Retirement Plan 75-i.
  - f.) Payment will be limited to a maximum of 200 days.

## ARTICLE 18

### WAGES

1. The District agrees that bargaining unit salaries will be increased by 3.0% to establish unit salaries for the 2002-03 school year, by 3.25% for the 2003-04 school year, by 3.75% for the 2004-05 school year, by 3.75% for the 2005-06 school year, and by 4.0% for the 2006-07 school year.

2. The entry level salaries are as follows:

Entry Level

Group	2002-03	2003-04	2004-05
HVAC Mechanic	\$13.50/hr.	\$13.50/hr.	\$13.50/hr.
Custodians	\$9.51/hr.	\$9.51/hr.	\$9.51/hr.
Cleaners	\$7.42/hr.	\$7.42/hr.	\$7.42/hr.
Typist	\$7.42/hr.	\$7.42/hr.	\$7.42/hr.
Sr. Typist	\$8.19/hr.	\$8.19/hr.	\$8.19/hr.
Nurses	\$11.44/hr.	\$11.44/hr.	\$11.44/hr.
Food Service Helpers	\$7.41/hr.	\$7.41/hr.	\$7.41/hr.
Sr. Food Service Helpers	\$7.50/hr.	\$7.50/hr.	\$7.50/hr.
Cooks	\$7.59/hr.	\$7.59/hr.	\$7.59/hr.
Teacher Aide	\$7.06/hr.	\$7.06/hr.	\$7.06/hr.
Library Aide	\$7.10/hr.	\$7.10/hr.	\$7.10/hr.
Group	2005-06	2006-07	
HVAC Mechanic	\$13.50/hr.	\$13.50/hr.	
Custodians	\$9.51/hr.	\$9.51/hr.	
Cleaners	\$7.42/hr.	\$7.42/hr.	
Typist	\$7.42/hr.	\$7.42/hr.	
Sr. Typist	\$8.19/hr.	\$8.19/hr.	
Nurses	\$11.44/hr.	\$11.44/hr.	
Food Service Helpers	\$7.41/hr.	\$7.41/hr.	
Sr. Food Service Helpers	\$7.50/hr.	\$7.50/hr.	
Cooks	\$7.59/hr.	\$7.59/hr.	
Teacher Aide	\$7.06/hr.	\$7.06/hr.	
Library Aide	\$7.10/hr.	\$7.10/hr.	

The District may hire a new employee at a rate higher than the entry level but not at a rate higher than the lowest paid employee within the title.

3. Permanent or substitute Custodial Night Supervisor will receive an additional \$0.40 (forty cents) per hour.
4. Head Nurse stipend - \$325.00 (three hundred twenty-five dollars).
5. Service Bonus - Effective July 1, 2004, the District shall pay a service bonus payment of \$275.00 (two hundred seventy-five dollars) to any employee who has completed ten (10) years of District service; and a \$550.00 (five hundred fifty dollar) bonus on achieving twenty-four (24) years of District service. All bonus payments shall be paid in the first pay period following the employee's anniversary date.

6. Annualized Wages – Effective July 1, 2003, all ten (10) month employees will be paid on the basis of an annualized wage every pay period September through June during the school year. Such employees' pay will be lagged one pay period. All unpaid leaves of absence and all absences for which accrued time is exhausted will be deducted from such pay for the pay period during which such absence occurred.

7. All food service employees will be given an opportunity to work those extra activities for which payment is received by the District from the user of the cafeteria. This will be done on a rotational, voluntary basis.

8. Shift Differential

Any employee working a night shift between the hours of 3:30 p.m. and 6:00 a.m. will be paid a shift differential of forty cents (\$0.40) per hour. The shift differential does not apply to overtime worked. When an employee volunteers to move from the night shift to the day shift, no shift differential will be paid.

9. Clothing Allowance

School lunch employees, custodians, and cleaners will receive a \$100.00 (one hundred dollar) allowance for purchase of clothing, payable by October 1 of each year. Reasonable minimum guidelines for clothing style and type similar to those presently in operation for the custodial staff will also be used for the cafeteria staff. In the event that reasonable guidelines cannot be agreed upon, such disagreement will be referred to the Labor Management Committee for a resolution.

All maintenance mechanics will be furnished uniforms for work.

10. Termination Pay

*only Full Time Emp*

Employees who have their service terminated or who resign from the employ of the District will receive any vacation monies due them provided the resigning employee gives two (2) weeks notice of termination.

11. Athletic Passes

Athletic passes for all sporting events at the Odessa-Montour Central Schools will be provided to all employees covered by this agreement.

12. Physical Exam

Each employee may be required to have an annual physical exam. The District will pay the difference between the amount paid by the health care plan and the cost.

ARTICLE 19

BOMB SEARCH

In case of a warning of a bomb on school premises, properly trained personnel will search for the device, not untrained employees covered by this contract. The CSEA and the District agree to discuss this further in the labor management committee.

## **ARTICLE 20**

### **ALTERATION OF AGREEMENT**

1. No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein will be made by any employee or group of employees with the District and in no case will it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the CSEA unit.
2. The waiver of any breach or condition of this agreement by either party will not constitute a precedent in the future enforcement of all the terms and conditions herein.

## **ARTICLE 21**

### **INVALIDITY OF PORTIONS**

If any article or provision of this agreement or any addendum or application of this agreement should be held invalid or contrary to law by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any such provisions thereof should be enjoined or restrained by any tribunal or court, the remainder of this agreement and addendums and provisions thereof will not be affected thereby.

## **ARTICLE 22**

### **BOARD MEETINGS**

Board of Education Meetings - A copy of the agenda of each meeting of the Board of Education will be made available to the president of CSEA or his designee at the same time distribution is made to the Board of Education members.

## **ARTICLE 23**

### **PERSONNEL FILES**

An employee will have the right to review the contents of his personnel file and respond to any documents or material contained therein under the following conditions:

1. This right will extend only to material added to the files after the effective date of this agreement with the exception that periodic evaluation forms prior to that date will not be withheld.

2. Confidential pre-hire materials and recommendations will not be open to inspection.
3. An employee who wishes to review his file will give his supervisor advance notice of at least two (2) working days.

#### **ARTICLE 24**

##### **LEGISLATIVE ACTION**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### **ARTICLE 25**

##### **DURATION OF AGREEMENT**

This agreement will be effective as of July 1, 2002, and will remain in full force and effect until June 30, 2007.

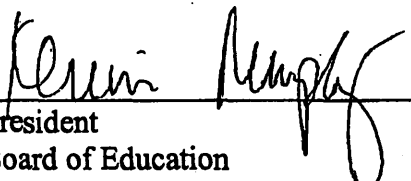
#### **ARTICLE 26**

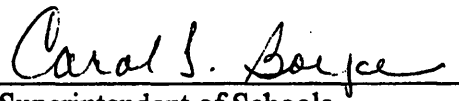
##### **ACCRUAL NOTICES**


The District agrees to provide written notice of vacation and sick leave accruals in the first paycheck after July 1, 2002 and every year thereafter; and have notices available for ten (10) month employees in the District Business Office at the same time.



SIGNATURES

  
\_\_\_\_\_  
President  
Board of Education  
Odessa-Montour Central School District

  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
Unit President  
Odessa-Montour Central School

  
\_\_\_\_\_  
CSEA Labor Relations Specialist

## APPENDIX "A"

### SELF-FUNDED HEALTH CARE PLAN

- A. The District will provide health coverage through a self-funded health care plan (hereinafter the "Plan"). Employees may enroll under either the family plan coverage or the individual plan coverage. The Plan will be the Central Southern Tier Health Care Plan. The present health insurance coverage provided by the District will remain in effect until the District elects to join and become a part of the Plan.
- B. There will be no loss or change of benefits, coverage or enrollment eligibility to an employee, nor will there be any change in the District's contribution of the premium equivalent for an employee and the employee's dependents except as negotiated between CSEA and the District. Negotiation may take place at any time during the life of this agreement upon mutual agreement by CSEA and the District. The District will have the right to change health insurance carriers, provided that the coverage and plan benefits are equal to, or better than currently provided.
- C. The Plan Document and the Administrative Manual are hereby incorporated by reference.
- D. Any complaints under the Plan with respect to its interpretation or application must be processed through the "Claim Appeal Procedure" set forth in the Plan Document. If a complaint is not settled to an employee's satisfaction, then within thirty (30) days of a written answer from the Plan Administrator, CSEA may submit the issue directly to binding arbitration. CSEA and the District agree that the submission of a dispute to arbitration should be only before an arbitrator under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Plan Administrator will furnish CSEA with all pertinent data related to the dispute, subject to the provisions of paragraph F below. The arbitrator's decision will be in writing and will set forth his or her findings, reasonings and conclusions on the issue or issues submitted. The arbitrator will be without authority to make any decision which requires the commission of an act prohibited by law. The decision of the arbitrator will be final and binding on both parties. The cost of the services of the arbitrator will be shared equally by the District and CSEA.
- E. All data obtained by the Plan Administrator with respect to claims will be considered confidential and will be made available to persons involved or connected with the Plan strictly on a need-to-know basis and such data will be utilized for no other purpose than is necessary for the administration of the Plan and the payment of claims. No data with respect to an employee's claim or claims will be released to a third party without the express, written consent of the employee affected. No health data obtained by the Plan may be used to discipline or dismiss an employee.

- F. An employee who leaves the employment of the District or an employee whose services are terminated will be offered the right of conversion for health coverage, regardless of insurability, at the full cost and expense of the employee. If a former employee of the District is unable to obtain coverage, then the former employee may continue to participate in the Plan at his or her own expense, in which case the District may require proof of rejection of insurance. If a former employee is offered health insurance, including coverage for pre-existing conditions, but chooses not to purchase same, the Plan will not be obligated to provide coverage. The Plan will accept responsibility for the coverage of a pre-existing condition until the conversion plan coverage for said condition will apply. All conversion rights which are extended to former employees will also be extended to dependents.
- G. Employees who submit claims in accordance with the procedures established by the Plan will have said claims paid, to the extent of coverage provided, in a timely manner, so that an employee will suffer no financial loss as a result of the slow payment of a claim. An employee will be considered to have suffered no financial loss if a claim is paid within thirty (30) days of receipt of the necessary data by the Plan Administrator.
- H. For a new employee, coverage under the Plan will be automatic and will become effective on the first day of the month following the month in which he or she applies for coverage, unless the employee declines coverage in writing. A waiver of health care coverage will be filed in the employee's personnel folder.

**APPENDIX "B"**

**WAIVER OF HEALTH CARE COVERAGE**

I, \_\_\_\_\_ (Name) \_\_\_\_\_, employed, or to be employed, by the Odessa-Montour Central School District, as a(n) \_\_\_\_\_ (Position) \_\_\_\_\_ effective \_\_\_\_\_ (Date) \_\_\_\_\_, do hereby waive my right to enroll in the Central Southern Tier Health Care Plan (the "Plan"). I understand that by waiving coverage that I will not be eligible again for enrollment in the Central Southern Tier Health Care Plan until the open enrollment dates of January 1 or July 1 of any given year, provided, however, that I will be allowed to have full coverage at any time in the future if I am waiving my right to coverage because of coverage elsewhere as indicated below.

I am waiving coverage under the Plan because I have obtained health insurance coverage elsewhere.

Yes / No  
( Circle One )

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Witness: \_\_\_\_\_

cc: Personnel file  
Central Southern Tier Health Care Plan file

**APPENDIX "C"**

***CSEA LOCAL 1000 AFSCME  
Grievance Form***

Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Department: \_\_\_\_\_

Phone: \_\_\_\_\_ Date of hire: \_\_\_\_\_

Work Shift: \_\_\_\_\_ Rate of pay: \_\_\_\_\_

Contract Articles/Section Involved: \_\_\_\_\_

Date of Occurrence: \_\_\_\_\_

Statement of Facts:

Remedy Sought:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Original to Employer  
cc: Unit File, Grievance, LRS